

**CITY OF CELINA, TEXAS
RESOLUTION NO. 2010-10R**

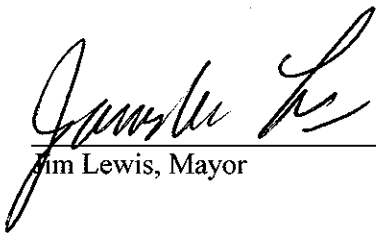
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF CELINA, TEXAS, TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF CELINA AND THE CITY OF FRISCO FOR A HOUSEHOLD HAZARDOUS WASTE DISPOSAL AND REUSE PROGRAM

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1: The City Manager of the City of Celina, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Celina, Texas, an interlocal cooperation agreement by and between the City of Celina and the City of Frisco for a Household Hazardous Waste Disposal and Reuse Program, as hereto attached.

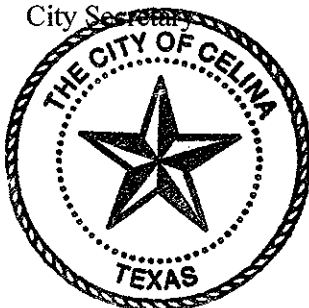
SECTION 2: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this 12th day of April, 2010.


Jim Lewis, Mayor

ATTEST:


Vicki Faulkner, TRMC
City Secretary



"A"

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF CELINA,
TEXAS AND THE CITY OF FRISCO, TEXAS, FOR HOUSEHOLD HAZARDOUS WASTE
DISPOSAL AND REUSE PROGRAM**

THIS AGREEMENT is made and entered into by and between the CITY OF FRISCO, a home-rule municipal corporation located in Collin and Denton Counties, Texas (hereinafter referred to as "Frisco"), and the CITY OF CELINA, a home-rule municipal corporation located in Collin and Denton Counties, Texas (hereinafter referred to as "CELINA").

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the act; and

WHEREAS, the collection, transportation, processing and disposal of solid waste and recyclable materials is a governmental function of which both FRISCO and CELINA are engaged for the benefit of their citizens; and

WHEREAS, FRISCO and CELINA recognize the benefit of recycling as a means of reducing solid waste disposal and preserving and protecting the health, safety, and welfare of their citizens; and

WHEREAS, for several years FRISCO has operated and Household Hazardous Waste (HHW) collection program in which certain recyclable or reusable HHW items are collected and recycled through the City's HHW Collection Facility for the benefit of its citizens (see attached hereto and incorporated herein as Exhibit A); and

WHEREAS, FRISCO maintains and operates a HHW Collection Facility at 6616 Walnut Street, Frisco, TX. This facility is used for sorting and stocking HHW items collected for reuse and disposal; and

WHEREAS, CELINA wants to start utilizing Frisco's HHW Collection Facility for the proper disposal of possibly hazardous materials delivered by CELINA residents; and

WHEREAS, HHW recycling is a common governmental interest shared by both cities, and joint use of FRISCO'S HHW Reuse Facility will benefit the public health, and safety and welfare of the citizens of FRISCO and CELINA; and

WHEREAS, FRISCO and CELINA have current funds available to satisfy and fees or expenses incurred pursuant to this Agreement.

NOW, THEREFORE, FRISCO and CELINA, for the mutual consideration hereinafter stated agree as follows:

I. EFFECTIVE DATE

The effective date of this Agreement shall be May 1, 2010.

II. TERM

The initial term of this Agreement shall be for the period of one year, beginning on May 1, 2010 and ending September 30, 2010. Thereafter, upon mutual agreement of the parties hereto, this Agreement may be renewed annually for five (5) successive one (1) year terms commencing on October 1 of each year, unless terminated earlier by either FRISCO or CELINA as set forth below.

III. DUTIES OF PARTIES

1. FRISCO will assist CELINA with start up of CELINA's participation and use of FRISCO's HHW Collection Facility by providing literature, policies, procedures, and other operational guidelines from FRISCO's HHW Collection Program.
2. FRISCO will sort and stock the HHW materials delivered to FRISCO'S HHW Collection Facility from CELINA residents only, no commercial accounts will be accepted. Any over abundance of a single item will be considered as commercial waste and will not be accepted. FRISCO will only accept HHW materials identified in the attached **Exhibit A** as acceptable material from CELINA residents who also provide a completed voucher obtained from the City of CELINA's designated departmental office.

3. FRISCO reserves the right to reject any HHW materials, or other solid waste delivered by CELINA residents.
4. FRISCO will make the Reuse Facility available to citizens of CELINA during regular HHW collection times identified in **Exhibit B**. Use of the Reuse Center by residents of CELINA is limited to pick up of sorted and stocked items in accordance with the policies of the Reuse Center.
5. Under no circumstances, will CELINA residents be allowed to deliver HHW materials without the proper issued voucher and identification and/or outside of designated drop off times, identified in **Exhibit B**.
6. Under no circumstances, will FRISCO accept any method of payment from CELINA residents for items not clearly authorized for delivery by the voucher or for the additional delivery of fee-assessed items, illustrated in **Exhibit C**.
7. CELINA agrees to issue vouchers according to the agreements set forth in Paragraph V.
8. CELINA shall pay a monthly fee, as set forth in Paragraph IV of this Agreement, for access and use of the FRISCO HHW Facility. This monthly fee will be due as billed by FRISCO.
9. Upon termination of this Agreement, CELINA shall immediately cease issuing vouchers to CELINA residents and shall provide written notice of the termination of this Agreement to the citizens of CELINA within thirty (30) days of the notice termination. Upon termination of this Agreement, FRISCO shall cease providing services to CELINA pursuant to this Agreement. CELINA will return any remaining vouchers to FRISCO.

IV. PAYMENT TERMS/ FISCAL FUNDING

1. CELINA agrees to pay FRISCO a fee per **redeemed voucher** as identified in EXHIBIT C, VOUCHERS; for the right to utilize FRISCO's HHW Collection Facility. FRISCO will return a copy of redeemed

vouchers to CELINA as proof of use along with the CELINA invoice. Such payment will be due and payable monthly as billed by FRISCO.

2. Additional, FEE ASSOCIATED ELECTRONIC WASTE ("E-Waste") will be billed monthly according to the number of units collected. E-Waste will be billed separately from HHW vouchers according to the number of computer monitors and televisions collected from CELINA residents, in the amount identified in EXHIBIT C; FEE ASSESSED ELECTRONIC WASTE, per authorized E-Waste voucher.
3. All fees and expenses incurred by either party as a result of its obligations hereunder shall be paid from current revenues legally available to each party respectively. FRISCO and CELINA recognize that the continuation of any contract after the close of any given year fiscal year, which fiscal years ends on September 30th of each year, shall be subject to approval by the City Council of FRISCO and City Council of CELINA respectively. In the event that the City Council of FRISCO or City Council of CELINA do not approve the appropriation of funds for this contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligation hereunder.

V. VOUCHERS

1. This agreement entitles CELINA an unlimited amount of HHW vouchers annually. Each voucher will have value worth identified in EXHIBIT C, VOUCHERS. Vouchers requested by the City of CELINA are valid until the end of the **fiscal year or 30 days from issuance, whichever is longer**. All vouchers not redeemed at the City of FRISCO HHW Center will be forfeited.
2. The City of FRISCO will initially print and distribute specialized vouchers to the City of CELINA to be dispersed to CELINA residents.
3. Vouchers will have separate fields that must be clearly marked for use, for HHW drop off and/or Electronic Waste (E-Waste) drop off. See example **Exhibit D**.

4. Vouchers must be accurately completed by City of CELINA representatives with a required City of CELINA approving stamp, supplied by the City of FRISCO. Failure to produce accurately completed vouchers will result in non-collection of items exempted from voucher being delivered by CELINA residents.
5. Vouchers issued for fee assessed items will be paid to CELINA by CELINA residents. No form of payment from any resident will be accepted at FRISCO's HHW Collection Facility.
6. Pricing of vouchers will be reassessed at the beginning of each fiscal year.

VI. TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (30) days advance written notice to the other party. In the event of such termination by either party, CELINA shall pay all fees that may be due and owing up to and including the effective date of termination of this Agreement.

VII. Notice

Notice as required by this Agreement shall be in writing and delivered to the parties via facsimile or certified mail at the addressed listed below:

CELINA

Jason Gray
City Manager
142 N. Ohio
Celina, Texas 75009
Telephone: 972-382-2682
Fax: 972-382-3617
Email: jgray@celina-tx.gov

FRISCO

Pippa Couvillion
Environmental Services Division Manager
6101 Frisco Square Blvd.
Frisco, Texas 75034.
Telephone: 972-292-5910
Fax: 972-731-4946
Email: pcouvillion@friscotexas.gov

With copy to:
Lance Vanzant
City Attorney
Hayes, Berry, White, and Vanzant
512 West Hickory, Suite 100
Denton, Texas 76201
Telephone: 940-387-3518
Fax: 866-580-1744
Email: lvanzant@hbvwlaw.com

With copy to:
Rebecca Brewer
Abernathy, Roeder, Boyd & Joplin P.C.
1700 Redbud Blvd. Suite 300
McKinney, TX 75069
Telephone: 214-544-4000
Fax: 214-544-4040
Email: rbrewer@abernathy-law.com

Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

VIII. HOLD HARMLESS

Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, and employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

In the event of joint or concurrent negligence of the parties to this Agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. FRISCO shall be responsible for its sole negligence. The provision of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between FRISCO and CELINA and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

X. Venue

The laws of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto. This Agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

XI. SEVERABILITY

The provisions of this agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law or

contrary to any rule or regulation having the force and effect of the law; such decisions shall not affect the validity of the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate the Agreement by giving the other party thirty (30) days written notice of its intent to terminate.

XII. AUTHORITY TO SIGN/ CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. FRISCO has executed this Agreement pursuant to a duly authorized City Council Resolution No. _____ dated _____. CELINA has executed this Agreement pursuant to duly authorized City Council Resolution NO. _____ dated _____, 2010.

XIII. ASSIGNMENT OF AGREEMENT

The parties hereby agree that the duties and obligations arising under this Agreement cannot be assigned or sublet without prior written consent of both FRISCO and CELINA.

XIV. INTERPRETATION OF AGREEMENT

This is a mutually negotiated Agreement. Should any part of this Agreement be in dispute, the parties agree that this document shall not be construed more favorably for either party.

XV. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of the Agreement may be waived without the express written consent of both parties. It is further agreed that one or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

Executed in duplicate originals this ____ day of _____, 2010.

City of Frisco, Texas

By: _____

George Purefoy
City Manager

City of Celina, Texas

By:  _____

Jason Gray
City Manager

Approved as to form:

By: _____

Frisco City Attorney

EXHIBIT A

The City of Frisco Household Hazardous Waste (HHW) Collection Program Accepted and Unaccepted Materials Will Update Automatically for CELINA Residents According to Revisions in the City of Frisco Policy

I. HHW Materials Accepted

Household Products

Ammonia-based cleansers
Alkaline batteries
Bathroom cleaners
Drain Cleaners
Fire Extinguishers
Floor Care products
Fluorescent bulbs
Furniture Polish

Insect Sprays
Metal polish
Mercury Thermometers
Rechargeable Batteries
Thermostat switches — must be an intact
Oven Cleaners thermostat unit
Window cleaners

Garden Products

Fertilizers
Fungicide

Herbicides
Pesticides

Pool Chemicals

Alkaline additives
Pool chlorine
Muriatic acid

Pool cleaners
Shock treatments

Garage Products

Aerosol spray paint
Antifreeze
Automatic transmission fluid
Brake fluid
Car batteries and battery acid
Car wax and metal polish
Diesel fuel
Gasoline
Kerosene
Latex paint
Lighter fluid

Motor Oil
Oil based paint
Oil filters
Paint stripper
Paint thinner
Power steering fluid
Primers
Propane tanks BBQ & Camping ONLY
Turpentine
Varnish
Wood preservative

Electronic Waste

Cables
Cameras
Cell Phones
Keyboards
Mice
Printers

Printer Cartridges
Receivers
Scanners
Stereos
Speakers
VCR

EXHIBIT A CONTINUED...

All chemicals must be in original labeled containers, automotive fluids in heavy duty plastic bottles clearly labeled, gas and other flammable liquids must be in purpose designed containers.

II. HHW Materials Not Accepted

Ammunition

Arsenic

Banned substances DDT, Chlordane

Biological active and medical waste (syringes)

Chemical containers larger than five (5) gallons

Explosives

Oxygen or other compressed gas cylinders * other than bbq and camping propane tanks*

Prescription Medication

Radioactive Material

Televisions over 36 inches

Tires

EXHIBT B

The City of Frisco Household Hazardous Waste Collection Hours

Household Chemicals will only be accepted during the following hours:

Winter	Hours	(October 1 - February 28)
Wednesdays:	2 p.m. to 5 p.m.	
Saturdays:	8 a.m. to 1 p.m.	
Summer	Hours	(March 1 - September 30)
Wednesdays:	2 p.m. to 6 p.m.	
Saturdays:	8 a.m. to 1 p.m.	

The HHW center is subject to closure for inclement weather, Holidays, and certain City of Frisco Events.

EXHIBIT C

Vouchers

Vouchers will be issued as requested and billed at \$50 per redeemed vouchers.
(Minimum of 30 vouchers per request)

Fee Associated Electronic Waste

Computer Monitors \$10
Televisions - less than 36 Inches \$15

EXHIBT D

EXAMPLE VOUCHER